

DEED FILE

## CARQUINEZ BRIDGE ACCESS AGREEMENT

This Construction Access Agreement ("**Agreement**") is made as of <sup>October</sup> ~~September~~ 11, 1999, among C&H Sugar Company, Inc., a Delaware corporation ("**C&H**"), the State of California, acting by and through the California Department of Transportation ("**CALTRANS**") and the State of California, acting by and through the California State Lands Commission ("**CSLC**") in the following factual context:

### RECITALS

A. C&H is the lessee of a parcel of certain real property located in an unincorporated area of Contra Costa County, in the State of California, as more particularly described in Exhibit A attached (the "**C&H Lease Property**"). The parcel of land comprising the C&H Lease Property has been leased by the CSLC to C&H through a lease titled PRC 5026 (the "**Lease**").

B. CALTRANS is in the process of constructing a new toll bridge structure across the Carquinez Strait. A portion of the construction work will be performed on that portion of the C&H Lease Property as shown on the Right of Way Maps A-1246.1 and A-1246.2 included as part of Exhibit B attached hereto (the "**Construction Easement Area**"). This construction work to be referred to here as the "**CALTRANS Construction**" and the "**Utilities Construction**". Following completion of the construction, CALTRANS will maintain and operate bridges and roadways within the Construction Easement Area.

C. Access to the CALTRANS Construction Easement Area will be via portions of the C&H Lease Property as shown on the Right of Way Map A-1212.2 included as Exhibit C attached hereto (the "**Dowrelia Drive Access Area**"). All terms of the Dowrelia Drive Access Agreement dated May 13, 1999 will remain in effect during the term of this Agreement.

D. For the Utilities Construction, in conjunction with CALTRANS Construction, CALTRANS will work with and coordinate the efforts of the Pacific Gas and Electric Company ("**PG&E**") and the Crockett-Valona Sanitary District ("**CVSD**") and, together with PG&E and CVSD, (the "**Utilities**") to relocate gas, oil, water and sewer lines to areas within the Construction Easement Area (this relocation work to be referred to here as the "**Utilities Construction**"). Following relocation of these utility lines, the Utilities will maintain and operate utility lines within the Construction Easement Area. CALTRANS, PG&E and CVSD will initiate and complete negotiations with the CSLC to relocate the gas lines, oil lines, water lines and sewer lines on the Construction Easement Area, and for the right to keep and to maintain these facilities over the Construction Easement Area. The rights of the Utilities will be of two types: a temporary right through this Agreement to perform the Utilities Construction as set forth in this Agreement and in separate agreement(s) between CALTRANS and the Utilities, and an ongoing right for the purpose of keeping and maintaining utility lines, to be issued at the completion of negotiations and relevant authorizations.

E. CALTRANS and the Utilities desire permission from C&H to enter onto the Construction Easement Area for the purposes of undertaking and completing the CALTRANS Construction and the Utilities Construction. CALTRANS also desires C&H to subordinate the Leases to CALTRANS's temporary rights within the Construction Easement Area which will expire on December 31, 2006 or the completion of construction, whichever occurs earlier, and requests reservation of permanent rights within the Construction Easement Area pursuant to Section 101.5 of the Streets and Highway Code, at such time as this authorization is issued by the CSLC. These permanent and temporary areas are identified on attached Exhibit B by sub-parcel and intended use.

F. In order to minimize any disruption to C&H's operations during the CALTRANS Construction and the Utilities Construction, increase efficiency and save time and costs, the parties desire to cooperate in connection with the CALTRANS Construction and Utilities Construction within the Construction Easement Area. Furthermore, the parties desire that CALTRANS shall coordinate and be responsible for the obligations of the Utilities under this Agreement including, but not limited to, the Utilities Construction. Notwithstanding the foregoing, CALTRANS is free to enter into agreements with the Utilities with respect to the rights and obligations of CALTRANS and the Utilities (via CALTRANS) under this Agreement, provided, however, that C&H and CSLC shall only need to coordinate with CALTRANS and not the Utilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **Section 1. CALTRANS Construction**

C&H hereby grants temporary rights of access as specified in Recital B, C, D and E above to CALTRANS and its authorized employees, representatives, contractors and subcontractors, permission to enter and to have access upon the Construction Easement Area for purposes of undertaking and completing the CALTRANS Construction and the Utilities Construction pursuant to the terms of this Agreement and as shown on the drawings and appended notes attached hereto as Exhibit D (the "*C&H Utility Relocation Drawings*") and Exhibit E (the "*Utility Relocation Drawings*"). The C&H Utility Relocation Drawings and the Utility Relocation Drawings shall collectively be known as the "*Utility Construction Drawings*". The temporary easement in this Section 1 shall run from the date of the final required signature or event for this Agreement as provided in Section 14.11 (b) until and including December 31, 2006. After that time, the ongoing right to occupy or to use the Construction Easement Area shall exist only by authorizations pursuant to Section 101.5 of the Streets and Highways Code and other CSLC authorizations for the pipelines constructed during the Utilities Construction.

## **Section 2. Duty of CALTRANS to File Application with CSLC for Lease Subordination**

C&H shall subordinate the Lease (PRC 5026) to CALTRANS by executing an amendment to the Lease expressly stating the Lease is subject to the easements identified on Exhibit B as, "Permanent Footing Easements", "Permanent Road Easement" and "Permanent Utility Easements". CALTRANS shall be responsible for all costs associated with the preparation and implementation of any amendments to the Lease through CSLC.

## **Section 3. Access**

CALTRANS shall give C&H at least one (1) week's notice prior to entering onto the Construction Easement Area. The notice shall inform C&H where CALTRANS will begin the CALTRANS Construction and the Utilities Construction and how the CALTRANS Construction and the Utilities Construction will proceed.

## **Section 4. Notification**

C&H agrees to designate a representative, or representatives, to receive notification from CALTRANS under this section. CALTRANS shall give C&H at least one (1) week's notice prior to entering onto the Construction Easement Area in order to perform the CALTRANS Construction and the Utilities Construction. Upon affirmative agreement by the C&H designated representative, CALTRANS may give less than one week's notice described in the preceding section, should such shortened notice be necessary due to unforeseen and/or unusual circumstances. The notice shall inform C&H where CALTRANS will begin the CALTRANS Construction and the Utilities Construction and how the CALTRANS Construction and the Utilities Construction will proceed. C&H's contact representative is defined in Section 14.3 of this agreement.

## **Section 5. Non-Interference**

In performing the CALTRANS Construction and the Utilities Construction, CALTRANS the Utilities, and their authorized employees, representatives, contractors and subcontractors shall use their Best Efforts not to interfere with C&H's use, occupation, or enjoyment of the C&H Lease Property. For purposes of this Agreement, "**Best Efforts**" shall mean those efforts which a reasonably prudent person would undertake so as not to be negligent or reckless and so as not to interfere with C&H's use, occupation, or enjoyment of the C&H Lease Property except as permitted by C&H. CALTRANS's and the Utilities' Best Efforts shall include without limitation the following:

### **5.1 Utilities Construction.**

**5.1.1** The Utilities Construction will occur in at least two phases. One of these phases, (the "**C&H Utilities Relocation**") involves the relocation of water, wastewater,

and electrical lines serving the C&H refinery and/or the joint C&H/Crockett-Valona Sanitary District Wastewater Treatment Plant ("*SWTP*"). The C&H Utilities Relocation will be performed by CALTRANS or its contractors at CALTRANS sole cost. This work will be performed according to the plans and specifications shown in Exhibit D.

**5.1.2** Other stages of utility construction work will include, but are not limited to, the relocation of an oil pipeline by PG&E, and the relocation of a sewer line by CVSD (the "*Utilities Relocation*"). CALTRANS will be solely responsible for coordinating the Utilities Relocation.

**5.1.3** The Utilities Relocation work will be limited to the temporary construction area identified in Exhibit E, as "*Temporary Utility Relocation Construction Area*". CALTRANS will not have access to this area after the earlier of the completion of the Utilities Relocation work or October 31, 1999. If the Utilities Relocation work can not reasonably be expected to be completed by October 31, 1999, then this work will not be scheduled to commence until after January 1, 2000. The terms and conditions for the use of the Temporary Utility Relocation Construction Area are included in Exhibit E and are made a part of this Agreement.

**5.2 Replacement Storage.** In order to replace storage areas and buildings taken by CALTRANS, CALTRANS will construct, at its sole expense, replacement storage facilities as depicted and described in the attached Exhibit F.

**5.3 Treatment Plant Modifications and Access.** In order to maintain uninterrupted access to and operation of the SWTP, CALTRANS shall take all steps necessary to ensure that all modifications and accommodations described in the attached Exhibit F are completed.

**5.4 Restricted Access.** No access by CALTRANS or its contractors will be allowed in the areas so indicated in the attached Exhibit F. Exceptions to this restriction are for access through this area to perform Utilities Construction as specifically described in the Utility Construction Drawings.

**5.5 Fencing.** CALTRANS, at its sole expense, will install fencing as shown in Exhibits E and F to isolate critical C&H areas from the CALTRANS Construction activities.

**5.6 Traffic Coordination.** CALTRANS shall provide a qualified traffic coordinator on the C&H Lease Property at all times that work is being performed on the CALTRANS Construction or the Utilities Construction other than on Sundays. Notwithstanding anything to the contrary in this Agreement or the Construction Drawings, C&H shall at all times have access on Dowrelia Drive (both on and off the C&H Lease Property), except on Sundays.

**5.6.1 Dowrelia Drive.** Traffic on Dowrelia Drive will flow in the same manner as was intended at the end of the project to retrofit the 1958 Carquinez Bridge (the "*Retrofit Project*"). Some construction and storage on the north side of the existing Dowrelia Drive will not affect

normal traffic flow on it. The traffic pattern from the retrofit Port Street alignment on to the C&H property will be as shown in Exhibits E and F.

**5.6.2 SWTP.** Throughout the duration of construction, any trucks requiring access to the SWTP will be required to enter the facility through the west gate. These trucks will be required to exit through the facility's eastern gates and across the access area indicated as such in Exhibit F. The CALTRANS contractor shall ensure that this access route or an acceptable alternative is available for use by SWTP personnel, suppliers, etc. at all times.

**5.7 Dust Control.** Water shall be used to control dust on the C&H Lease Property during the CALTRANS Construction and the Utilities Construction. No other palliative shall be used; however CALTRANS shall be allowed to reinforce vehicle pathways with rock to reduce suspension of dust. Also, CALTRANS shall be allowed to use vacuum sweepers to remove excess sediment and dust from paved areas. If, in the sole opinion of C&H, the dust control measures are insufficient to prevent the deposition of dust on trailers used to transport C&H sugar, CALTRANS shall clean the trailers immediately to remove any residual dust. If, in the sole opinion of C&H, dust control measures implemented by CALTRANS are insufficient to address the general dust control needs in the area, C&H will arrange for adequate dust control measures and CALTRANS will reimburse C&H for their full cost. C&H shall construct a dust control cover over the air intake blowers adjacent to Dowrelio Drive at the secondary wastewater treatment plant, and CALTRANS shall reimburse C&H for its costs in connection with its construction of the dust control cover in accordance with the provisions of the Construction Access Agreement dated June 19, 1998.

**5.8 Resident Engineer.** CALTRANS on its behalf and on behalf of the Utilities shall select a qualified person to serve as its designated representative (the "**Resident Engineer**") to C&H for CALTRANS and the Utilities during the CALTRANS Construction and the Utilities Construction, and promptly notify C&H of its selection. The Resident Engineer shall be in the Construction Easement Area, or within 30 minutes travel time to the site at all times when CALTRANS, the Utilities, or their authorized representatives, employees, contractors or subcontractors are conducting any activities in the Construction Easement Area. The Resident Engineer shall coordinate the construction activities during the CALTRANS Construction and the Utilities Construction, including without limitation entry upon and use of the Construction Easement Area, with routine C&H operations in such a manner as to minimize any disruption to C&H's business. CALTRANS and the Utilities shall require their contractors and subcontractors to coordinate their activities through the Resident Engineer. CALTRANS on its behalf and on behalf of the Utilities may name any other qualified individual(s) to serve as the Resident Engineer by giving written notice to C&H.

**5.9 Trailer Parking.** Trailer parking areas marked on the Utility Construction Drawings as "Impacted Parking" may be unavailable for use by C&H during the CALTRANS Construction and the Utilities Construction. Prior to making any parking space unavailable, CALTRANS shall make available for use by C&H an equal number of spaces in the area designated as "Replacement Parking Spaces" on the Utility Construction Drawings. CALTRANS shall, at CALTRANS's sole expense, prepare and construct the Replacement Parking Spaces, including

without limitation removal of stored materials in the Replacement Parking Spaces Area and any grading and paving necessary to provide adequate parking space available. CALTRANS shall fence the replacement secured parking and prepare concrete pads for the Replacement Parking Spaces in accordance with the CALTRANS Drawing. CALTRANS shall pay the cost of an additional truck hostler during the CALTRANS Construction and the Utilities Construction if C&H, in its sole discretion, determines an additional truck hostler is necessary to minimize disruption to its business. The terms of this Section shall be equally applicable to the Utilities and to the Utilities Construction.

**5.10 Environmentally Sensitive Area.** During the CALTRANS Construction and the Utilities Construction, CALTRANS shall construct a temporary high visibility boundary fence around the area marked on any and all CALTRANS Drawings as "Environmentally Sensitive Area."

## **Section 6. Amendment to Construction Contract.**

CALTRANS and the Utilities shall not amend, alter or modify the CALTRANS Construction and the Utility Construction Drawings or the construction contract for the CALTRANS Construction and the Utilities Construction in any manner that materially affects C&H's occupation, use, or enjoyment of the C&H Lease Property without the prior written consent of C&H, which may not be unreasonably withheld, conditioned or delayed.

## **Section 7. Payment to C&H.**

**7.1.** CALTRANS shall pay to C&H the amount of Twenty Six Thousand Two Hundred Fifty Dollars (\$26,250.00) prior to CALTRANS entry onto the Construction Easement Area or October 1, 1999, as reimbursement for clerical, administrative, and handling expenses in connection with the processing of this Agreement.

**7.2.** CALTRANS shall pay to C&H the amount of Three Hundred Thirteen Thousand Two Hundred Dollars (\$313,200.00) prior to CALTRANS entry onto the Construction Easement Area as compensation for C&H's administrative and oversight costs over the term of this Agreement.

**7.3.** In addition to the covenants and other consideration contained in this Agreement, CALTRANS shall pay to C&H the amount of Five Hundred Ninety <sup>Four</sup> ~~One~~ Thousand Three Hundred Dollars (\$594,300.00) prior to CALTRANS' entry onto the Construction Easement Area or October 1, 1999. Said payment constitutes the entire just compensation due and owing the C&H for temporary and permanent taking and/or damage to its property, both real and personal, by the project and the construction in the manner proposed. RSD RSD

**7.4.** Notwithstanding Section 7.3 above, should the Construction Easement Area or the C&H Lease Property be used in a manner not authorized by this Agreement, CALTRANS will fully reimburse C&H just and reasonable compensation for any taking and/or damage to its

property, both real and personal, as reasonably valued by C&H. In addition, CALTRANS will reimburse C&H for all substantiated administrative and staff costs incurred as a result of CALTRANS', its contractors', representatives' or agents' unauthorized use of the Construction Easement Area. Nothing in this paragraph should be construed, or intended, as a waiver, or intent to waive, CALTRANS' right or ability to obtain indemnification or reimbursement from its contractor(s), or other party with respect to any compensation paid to C&H by CALTRANS under this section.

7.5 In the event that CALTRANS or its agents uses the Construction Easement Area or the C&H Lease Property in any manner which is not authorized by this Agreement, CALTRANS shall pay to C&H a penalty in the amount of One Thousand Dollars (\$1,000.00) for each day of unauthorized use. The payment of such penalty shall in no way limit C&H's other means of recourse against CALTRANS or its contractors, representatives, or agents. Nothing in this paragraph should be construed, or intended as a waiver, or intent to waive, CALTRANS' right or ability to obtain indemnification or reimbursement from its contractor(s) or other party with respect to any compensation paid to C&H by CALTRANS under this section.

#### **Section 8. Indemnity.**

CALTRANS shall indemnify, defend and hold C&H, and CSLC and their officers, directors, shareholders, employees, agents, insurers, representatives, successors, and assigns harmless from all liabilities, losses, claims, demands, orders, arising out of the CALTRANS Construction and the Utilities Construction, other than those associated with the remediation of pre-existing hazardous materials or toxics on or under the C&H Lease Property not necessary to restore the C&H Lease Property pursuant to the requirements of Section 11. Notwithstanding the foregoing, CALTRANS and the Utilities acknowledge that the soil on the C&H Lease Property may contain lead and that CALTRANS and the Utilities shall be responsible for the proper excavation, management and disposal of the soil during the CALTRANS Construction and the Utilities Construction.

#### **Section 9. No Liens.**

CALTRANS shall obtain assurances from its contractors and subcontractors that no person or entity furnishing any labor or materials for the CALTRANS Construction and the Utilities Construction shall have any right to a lien upon the Property. CALTRANS shall keep the C&H Lease Property free of any such liens. Should CALTRANS learn of any such liens CALTRANS shall notify C&H within two (2) business days and CALTRANS shall take all necessary actions to remove such liens within fifteen (15) business days.

#### **Section 10. Hazardous or Contaminated Materials.**

CALTRANS and the Utilities shall be the designated generator of any waste produced during the CALTRANS Construction and the Utilities Construction and shall be responsible for the proper storage, treatment, transportation or disposal of any wastes or Hazardous Materials generated in connection with the CALTRANS Construction and the Utilities Construction.

Neither CALTRANS, the Utilities, nor their contractors or subcontractors may store or stockpile Hazardous Materials or contaminated materials on the Construction Easement Area for a period no greater than 48 hours in areas previously identified and acceptable to C&H. For purposes of this Agreement, the term "*Hazardous Materials*" means any substance, material or waste that is or becomes designated, classified or regulated as being "toxic" or "hazardous" or "pollutant" or that is or becomes similarly designated, classified or regulated under any environmental law, including without limitation asbestos, lead, petroleum and petroleum products.

#### **Section 11. Restoration of C&H Lease Property.**

CALTRANS and the Utilities shall promptly repair, at their sole expense, any damage to the Construction Easement Area and the Temporary Utility Relocation Construction Area caused by the CALTRANS Construction and the Utilities Construction. Upon completion of the CALTRANS Construction and the Utilities Construction, CALTRANS shall restore the Construction Easement Area and the Temporary Utility Relocation Construction Area to at least the condition in which it existed prior to commencement of the CALTRANS Construction and the Utilities Construction.

#### **Section 12. Insurance.**

Until the expiration of this right of access, CALTRANS, the Utilities, or their authorized representatives, contractors and subcontractors, shall maintain comprehensive general liability insurance coverage with an aggregate limit of \$2,000,000.00 per occurrence. Such insurance shall name C&H, the State of California and CSLC, and their respective officers, and employees as additional insureds and cover property damage to the Construction Easement Area and the buildings and equipment located thereon, including vehicles, and personal injury and/or property damage to any C&H employee or third party that arises from any act or omission of CALTRANS, the Utilities, or its authorized representatives, contractors and subcontractors in connection with entry onto the Construction Easement Area or other activities related in any way to the CALTRANS Construction or the Utilities Construction. Prior to entering onto the Construction Easement Area or commencing the CALTRANS Construction or Utilities Construction, CALTRANS and the Utilities shall provide C&H and the CSLC with a certificate of insurance demonstrating compliance with the terms of this Section 12 and providing such insurance shall not be canceled, except after thirty (30) days written notice to C&H and the CSLC.

#### **Section 13. Termination.**

The Construction Easement Area issued by this Agreement shall terminate upon completion of construction or December 31, 2006, CALTRANS, must have made an application to CSLC to subordinate C&H lease PRC 5026 before termination may become effective.

## **Section 14. General Provisions.**

**14.1 Entire Agreement; Amendment.** This Agreement contains the entire agreement of the parties hereto with respect to the CALTRANS Construction and the Utilities Construction. No addition to or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by the party to be bound. Notwithstanding the foregoing, the parties understand that CALTRANS will enter agreement(s) with the Utilities with regard to CALTRANS' and the Utilities' respective rights and obligations as between each other.

**14.2 Waiver.** No waiver by C&H at any time of the terms, conditions, covenants or provisions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or other term, condition, covenant or provision of this Agreement.

**14.3 Notices.** Any notice to be given or served upon any party hereto in connection with this Agreement shall be in writing, and delivered to the other party (i) in person, (ii) by Federal Express or other reputable overnight delivery service, or (iii) by registered or certified mail, return receipt requested. Notice shall be deemed to have been given upon receipt (or refusal to accept delivery). Notice shall go to the parties at the following addresses:

C&H:

Ms. Sandy Stevens  
C&H Sugar Company, Inc.  
830 Loring Avenue  
Crockett, CA 94525

CALTRANS:

Mr. R. A. Macpherson  
District Division Chief, Right of Way  
111 Grand Avenue  
Oakland, CA 94612

CSLC

Ms. Nanci Smith  
Public Lands Management Specialist  
California State Lands Commission  
100 Howe Avenue, Suite 100 South  
Sacramento, CA 95825-8202

Any party may change its address by written notice to the other parties in the manner set forth above.

**14.4 Assignment.** This Agreement may not be assigned by CALTRANS or the Utilities and this Agreement shall be void if CALTRANS or the Utilities attempts to assign the Agreement without the express written consent of C&H and CSLC. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the State's project contractors and the respective heirs, personal representatives, successors and assigns of the parties hereto. C&H and the CSLC understand and acknowledge that CALTRANS' Contractor may perform work shown on the PG&E Drawings and CVSD Drawings as an authorized representative of a signatory

Utility, and not as an assignee, which shall not operate to release the Utilities from any of its obligations under this Agreement.

**14.5 Time of Essence.** Time is of the essence in the performance of each party's obligations under this Agreement.

**14.6 Construction of Agreement.** The parties mutually acknowledge that they and their attorneys have participated in the negotiation and preparation of this Agreement. In cases of uncertainty this Agreement shall be construed without regard to which of the parties caused the uncertainty to exist.

**14.7 Severability.** If any term of this Agreement or application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid, the remaining terms of this Agreement, and the application of any such provision to all other situations, shall continue in full force and effect.

**14.8 Attorneys' Fees.** In any legal action or arbitration arising out of this Agreement, the losing party shall pay the prevailing party's actual expenses, including costs and attorney's fees. The "*prevailing party*" for purposes of this Agreement is the party that receives substantially the relief sought, whether by judgment, summary judgment, arbitration award, dismissal, settlement, or otherwise.

**14.9 California Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California except that this Agreement shall be given a fair and reasonable construction in accordance with the intention of the parties and without regard to or aid of Section 1654 of the California Civil Code.

**14.10 Counterparts.** This Agreement may be executed in counterpart originals in which case the counterparts, when fully executed by each of the parties, shall constitute one Agreement.

**14.11 Execution of Agreement.**

(a) Each of the undersigned hereby represents and warrants that it is authorized to execute this Agreement on behalf of the respective parties to the Agreement and that this Agreement, when executed by those parties, shall become a valid and binding obligation, enforceable in accordance with its terms.


(b) This Agreement shall be effective upon the signatures of CALTRANS, the CSLC, and C&H (or, in the alternative, the adoption of a condemnation resolution and filing an action in eminent domain and being awarded possession of C&H interests within the Construction Easement Area on behalf of CALTRANS). The Utilities are not parties to this Agreement and, with respect to C&H and CSLC, CALTRANS shall expressly have the rights and obligations of the Utilities as set forth in this Agreement, it being understood that CALTRANS will enter agreement(s) with the Utilities to share these rights and obligations as between CALTRANS and

the Utilities. Sections 10 through 14 shall apply to CALTRANS with respect to performance of the Utilities Construction.

The undersigned have executed this Agreement as of the date first above written.

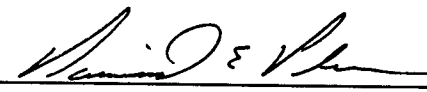
**C&H SUGAR COMPANY, INC.**

DATED: 10/02/99

By   
Its David G. Koncelik  
Pres.

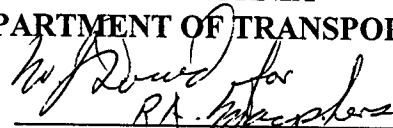
**CALIFORNIA STATE LANDS  
COMMISSION**


DATED: September 24, 1999

By   
Its David Plummer  
Regional Manager

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

DATED: 11/22/99

By   
RA. [unclear]  
HARRY Y. YAHATA  
Director, Department of Transportation

By   
JOHN A. HIBEL, his attorney-in-fact  
District Office Chief  
Acquistitioin/LPA Services


By   
SUSAN CHANG  
Project Manager  
Carquinez Bridge Project

EXHIBIT A  
C&H Lease Property

# EXHIBIT A

## LAND DESCRIPTION

WP5026

### PARCEL I

A parcel of tide and submerged land in the Carquinez Straits, Contra Costa County, California, described as follows:

COMMENCING at a monument set and marked by California and Hawaiian Sugar Corporation as No. 258 and since adopted by the United States Corps Engineers as their Harbor line Monument No. 33 and shown on those certain maps entitled "Harbor Lines for Carquinez Strait, California", dated June 10, 1924, and August 31, 1965, respectively; thence S 30° 20' 05" W, 504.32 feet to a brass cap in concrete referred to in the indenture recorded in 3052 O. R. 412 Contra Costa County as the corner common to Sections 31 and 32, T 3 N, R 3 W, and Sections 5 and 6, T 2 N, R 3 W, MDM; thence N 79° 51' W, 986.54 feet; to the TRUE POINT OF BEGINNING, being a point on the northeasterly line of parcel three described in deed from A. Dowrelio and I. Dowrelio as tenants in common, recorded in Book 2651, page 395 of Official Records, in the office of the Contra Costa County Recorder; thence N 42° 25' 24" E, 246.0 feet; thence S 82° 35' 07" E, 268.0 feet; thence N 07° 24' 53" E, 98.42 feet to a point on a line that is parallel with and distant southerly 51.23 feet measured at right angles from the centerline of the existing east bound main track of the Southern Pacific Railway; thence along said line S 81° 06' 16" E, 378.07 feet to the intersection with the westerly line of the 3.229 acre parcel described in agreement made June 15, 1944, between the Southern Pacific Railroad Company and Southern Pacific Company, parties of the first part, and State of California, party of the second part, recorded in Book 663, page 428 of Official Records, in the office of the Contra Costa County Recorder also being the westerly line of that 5.09 acre parcel described in the indenture by and between Southern Pacific Company and State of California recorded in Book 3052, page 412 of Official Records, in the office of the Recorder of Contra Costa County; thence along said parallel line S 81° 06' 16" E, 383.59 feet to the easterly line of said 5.09 acre parcel; thence along said parallel line S 81° 06' 16" E, 421.90 feet; thence S 85° 48' 25" E, 71.84 feet; thence along the arc of a curve to the left having a radius of 1324.55 feet, the center of which bears N 04° 11' 35" E, through a central angle of 13° 32' 41", an arc distance of 313.12 feet; thence N 80° 38' 54" E, 191.64 feet to most westerly corner of that certain 0.59 acre parcel of land described in the deed, dated April 9, 1886, from Mary Edwards, et al., to the Northern Railway Company, recorded April

13, 1886, in Volume 49 of Deeds, page 350, Records of Contra Costa County, said corner is marked by an iron pipe monument with brass center stamped "C&H 22", from which corner a brass cap in concrete referred to in the indenture recorded in 3052 O. R. 412 Contra Costa County as the corner common to Sections 31 and 32, T 3 N, R 3 W, and Sections 5 and 6, T 2 N, R 3 W, MDM, bears S 77° 14' 00" W, 1246.23 feet, and the original located line of the Northern Railway at Engineer Station 2817+07 bears N 24° 39' 32" W, 56.43 feet; thence from said point S 65° 20' 45" W, 374.0 feet along the northwesterly line of Block "C", Town of Crolona and along the southwesterly prolongation thereof as shown on the "Map of the Town of Crolona" filed October 7, 1907, in Book 1 of Maps, Page 12 in the office of County Recorder of Contra Costa County to the ordinary high water mark of Carquinez Straits; thence along said ordinary high water mark as follows:

N 74° 30' W, 28.0 feet;

S 89° 00' W, 56.0 feet;

N 80° 30' W, 35.0 feet;

N 71° 00' W, 98.0 feet;

N 89° 30' W, 47.0 feet;

S 67° 00' W, 50.0 feet;

S 42° 37' 30" W, 34.27 feet;

S 50° 00' W, 67.0 feet;

S 44° 00' W, 50.0 feet;

S 58° 00' W, 110.0 feet;

S 48° 00' W, 63.0 feet;

S 36° 23' 22" W, 131.14 feet to the northeasterly line of said "Map of the Town of Crolona" thence along said northeasterly line along the arc of a curve to the right, having a radius of 1212.93 feet, the center of which bears N 16° 06' 28" W, through a central angle of 1° 10' 51", an arc distance of 25.00 feet; thence N 0° 19' 18" E, 10.37 feet to the arc of a curve to the right, having a radius of 1202.93 feet, the center of which bears N 15° 03' 25" W, through an central angle of 4° 23' 23", an arc distance of 92.16 feet to a point in the northerly line of Block "J" as said block is shown on the map of the Town of Valona, filed July 12, 1887, in Book C of Maps, page 55 in the office of the Recorder of Contra Costa County, said point of beginning also being the southeasterly corner of the above mentioned 5.09 acre parcel; thence in a general westerly direction along the southerly line of said 5.09 acre parcel along the arc of a curve to the right, having a radius of 1202.93 feet, the center of which bears N 10° 40' 12" W, through an angle of 33° 52', an arc distance of 711.03 feet to the ordinary low water mark of Carquinez Straits; thence leaving said line along the ordinary low water mark N 50° 51' 22" W, 44.01 feet to the intersection with the westerly line of said 5.09 acre parcel; thence along said ordinary low water mark

N 49° 00' W, 36.0 feet;  
N 57° 30' W, 100.00 feet;  
N 64° 00' W, 108.0 feet;  
N 60° 37' 49" W, 65.83 feet to a point on the aforesaid northeasterly line of parcel three described in Book 2651 O. R. Page 395; thence leaving said ordinary low water mark along said line of parcel three, westerly on the arc of a non-tangent curve to the right, having a radius of 1202.93 feet, the center of which bears N 40° 02' 31" E, through an angle of 02° 22' 53", an arc distance of 50.00 feet; thence N 47° 34' 36" W, 92.43 feet more or less to the true point of beginning.

## PARCEL II

A parcel of tide and submerged land in the Carquinez Straits, Contra Costa County, California, described as follows:

COMMENCING at a monument set and marked by the California and Hawaiian Sugar refining Corporation as Number 258, but since adopted by the United States Army Engineers as their Harbor Line Monument Number 33, and so marked by them on a brass plate set on the concrete filling of a six inch pipe, and shown on that certain map entitled "Harbor Line for Carquinez Strait, California", dated June 10, 1924, and marked File 4, Div. 4, Sheet 6, which said Harbor Line Monument is located 435.28 feet North and 254.71 feet East of the corner common to Sections 31 and 32, T3N, R3W, and Sections 5 and 6, T2N, R3W, MDM, said corner common to said Sections 31, 32, 5 and 6 being marked by a point in a bronze plate set in the top of a concrete pyramid approximately 10 feet high resting on piles driven into the earth; running thence N 83° 15' 30" W, 150.42 feet to the TRUE POINT OF BEGINNING; thence from said point of beginning N 2° 24' E, along the west line of that certain Tideland Lease from the State of California to George M. Rolph, dated April 15, 1930, 99.59 feet; thence N 83° 15' 30" W, 109.77 feet to a point on the west line of the right of way of the Southern Pacific Railroad, said line also being the line common to Sections 31 and 32, T3N, R3W, MDM; thence South 100 feet to a point on the north right of way line of the Southern Pacific Railroad; thence S 83° 15' 30" E, 105.54 feet along said north right of way line to the point of beginning.

EXCEPTING THEREFROM that portion of the above described Parcel I situated within the following described parcel, said parcel being a loading dock, building and fenced yard more particularly described as follows:

COMMENCING at a monument set and marked by California and Hawaiian Sugar Corporation as No. 258 and since adopted by the United States Corps Engineers as their Harbor line Monument No. 33 and shown on those certain maps entitled "Harbor Lines for Carquinez Strait, California", dated June 10, 1924, and August 31, 1965, respectively; thence S 30° 20' 05" W, 504.32 feet to a brass cap in concrete referred to in the indenture recorded in 3052 O. R. 412 Contra Costa County as the corner common to Sections 31 and 32, T 3 N, R 3 W, and Sections 5 and 6, T 2 N, R 3 W, MDM; thence N 86° W, 667 feet more or less to the TRUE POINT OF BEGINNING, said point being the northeasterly corner of said parcel and the northeasterly corner of an existing loading dock and building; thence along said loading dock, building and fence N 56° W, 380 feet to an angle point in said fence; thence continuing along said fence N 65° W, 40 feet to the most northerly corner of said fence; thence continuing along said fence S 25° W, 35.5 feet to the most westerly corner of said fence; thence continuing along said fence S 53° E, 414.5 feet to the most southerly corner of said fence; thence along said fence and the southerly line of said building and loading dock, N 34° E. 63 feet more or less to the true point of beginning.

### PARCEL III

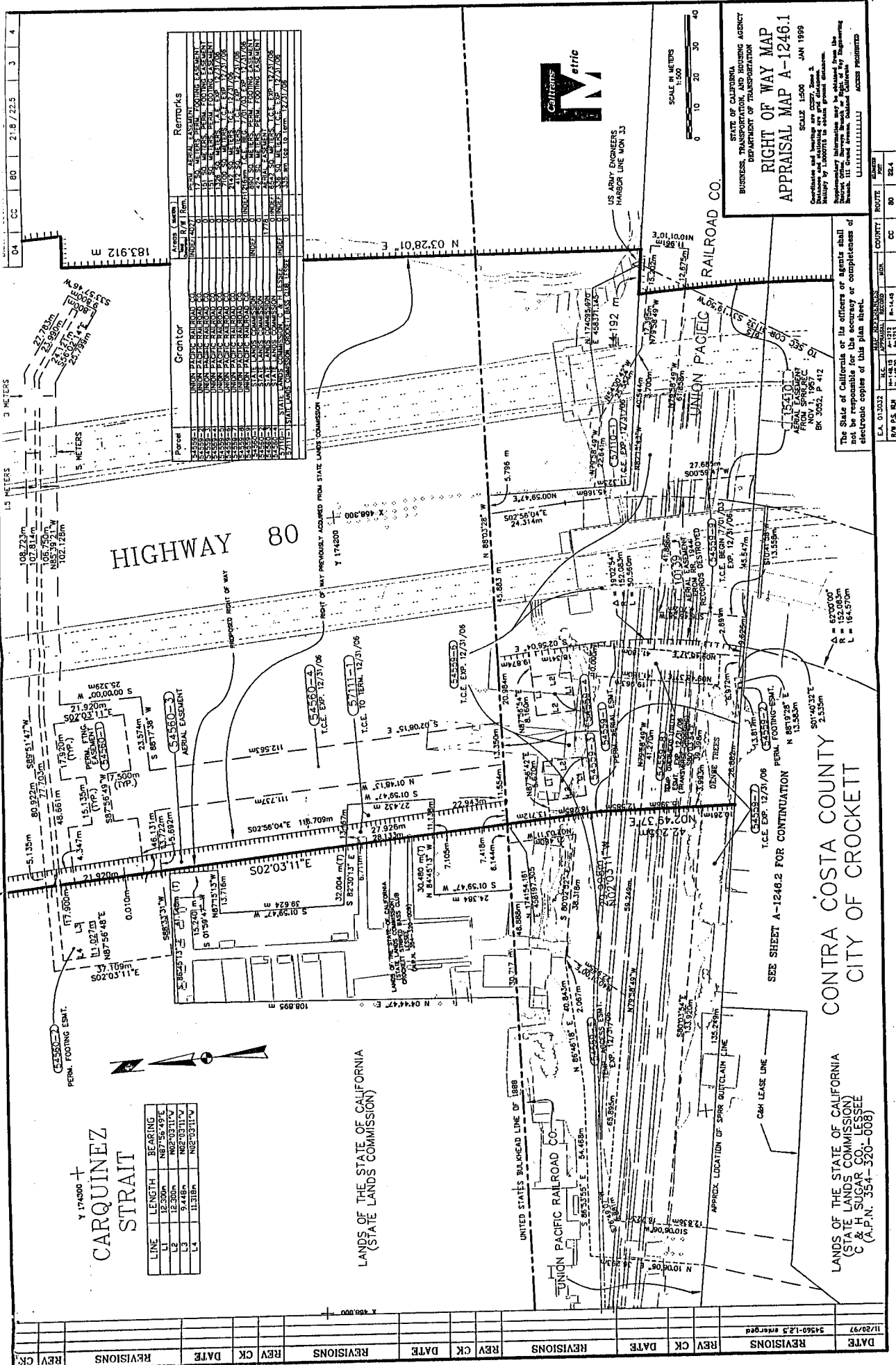
A strip of land 20 feet in width in Carquinez Strait and lying 10 feet on each side of the following described center line, said center line being located approximately 670 feet northerly of the southwest corner of Section 32, T3N, R3W, MDM, Contra Costa County, California:

COMMENCING at a concrete monument set and marked by California and Hawaiian Sugar Company as No. 258 and since adopted and so marked by the United States Corps of Engineer as their Harbor Line Monument No. 33 and shown on those certain maps dated June 10, 1924, and August 31, 1965, respectively; thence N 37° 50' 21" W, 438.72 feet to the TRUE POINT OF BEGINNING of this description; thence N 47° 34' 54" W, 5.82 feet; thence N 02° 34' 54" W, 335.74 feet to the terminus of the herein described center line.

END OF DESCRIPTION

REVISED MARCH 1998 BY SFBCC STAFF

**EXHIBIT B**  
**Construction Easement Area**



Y 174500 +  
CARQUINEZ  
STRAIT

LINE	LENGTH	BEARING
L1	12.300m	N87°56'49"E
L2	12.300m	N02°03'11"W
L3	9.448m	N02°03'11"W
L4	11.318m	N02°03'11"W

LANDS OF THE STATE OF CALIFORNIA  
(STATE LANDS COMMISSION)

LANDS OF THE STATE OF CALIFORNIA  
(STATE LANDS COMMISSION)  
C & H SUGAR CO. LESSEE  
(A.P.N. 354-320-008)

CONTRA COSTA COUNTY  
CITY OF CROCKETT

SEE SHEET A-1246.2 FOR CONTINUATION

STATE OF CALIFORNIA  
BUSINESS, TRANSPORTATION AND HOUSING AGENCY  
DEPARTMENT OF TRANSPORTATION  
**RIGHT OF WAY MAP**  
**APPRAISAL MAP A-1246.1**  
SCALE 1:500 JAN 1999  
Contractors and landowners are advised that the information shown on this map is based on the best available information and is not a warranty of the accuracy or completeness of the information shown on this map. The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.

DATE	REVISIONS	BY	DATE	REVISIONS	BY
11/28/97	3450-1.2.3 enlarged				

Parcel	Grantee	Remarks
54580-1	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-2	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-3	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-4	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-5	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-6	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-7	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-8	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-9	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-10	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-11	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-12	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-13	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
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54580-33	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
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54580-41	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
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54580-73	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-74	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-75	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-76	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-77	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
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54580-79	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-80	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-81	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-82	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-83	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-84	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-85	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-86	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
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54580-89	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-90	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-91	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-92	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-93	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-94	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-95	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-96	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-97	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-98	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-99	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT
54580-100	UNION PACIFIC RAILROAD CO.	17' 0" WIDE STRAIT



SCALE IN METERS  
0 10 20 30 40  
1:500

RAILROAD CO.

US ARMY ENGINEERS  
HARBOR LINE MON 33

HIGHWAY 80

PERM. FOOTING EXIST.

PERM. FOOTING EXIST.

PERM. FOOTING EXIST.

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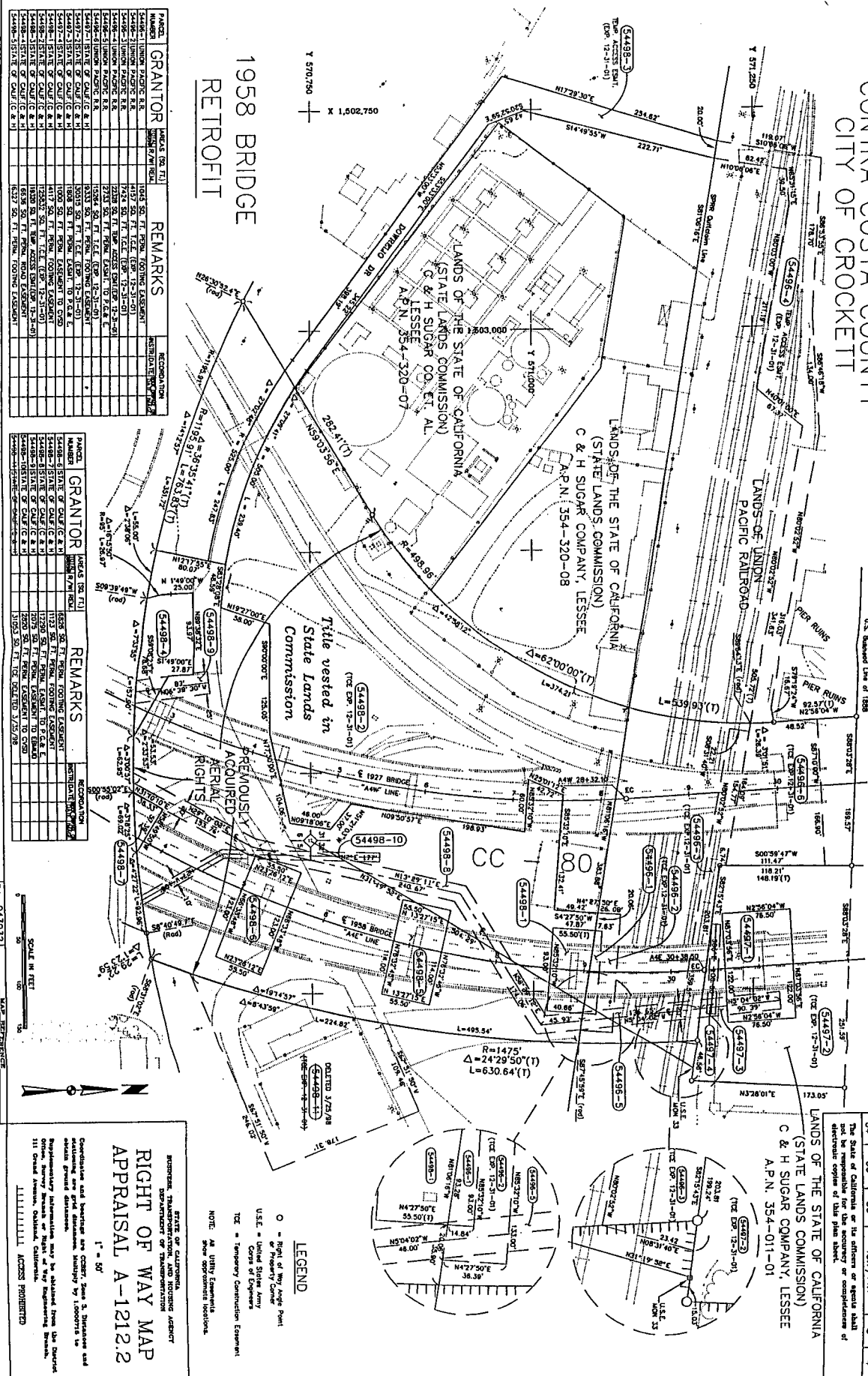
PERM. FOOTING EXIST.



EXHIBIT C  
Dowrelio Drive Access Area

[illegible]

CONTRA COSTA COUNTY  
CITY OF CROCKETT



DATE	COUNTY	NUMBER	TOTAL PRODUCT	NO.	SHEETS
04	CC	80	13.7/4.1	3	4

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.

STATE OF CALIFORNIA  
INDEPENDENT TAXPAYER ADVISORY  
DEPARTMENT OF TREASURY/REVENUE  
RIGHT OF WAY MAP  
APPRAISAL A-1212.2  
1" = 50'

Distances are based on the County Zone 3 Database and  
are not intended to be used for legal purposes. Distances  
may vary slightly due to rounding and are not intended to be  
used for legal purposes. Distances may vary slightly due to  
rounding and are not intended to be used for legal purposes.

Supplementary information may be obtained from the District  
Office, Survey Branch or Right of Way Engineering Branch.  
111 Central Express, Oakland, California 94612

UNCLASSIFIED ACCESS PROHIBITED

MARCH 1998

**ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE**

EXHIBIT D  
C&H Utility Relocation Drawings

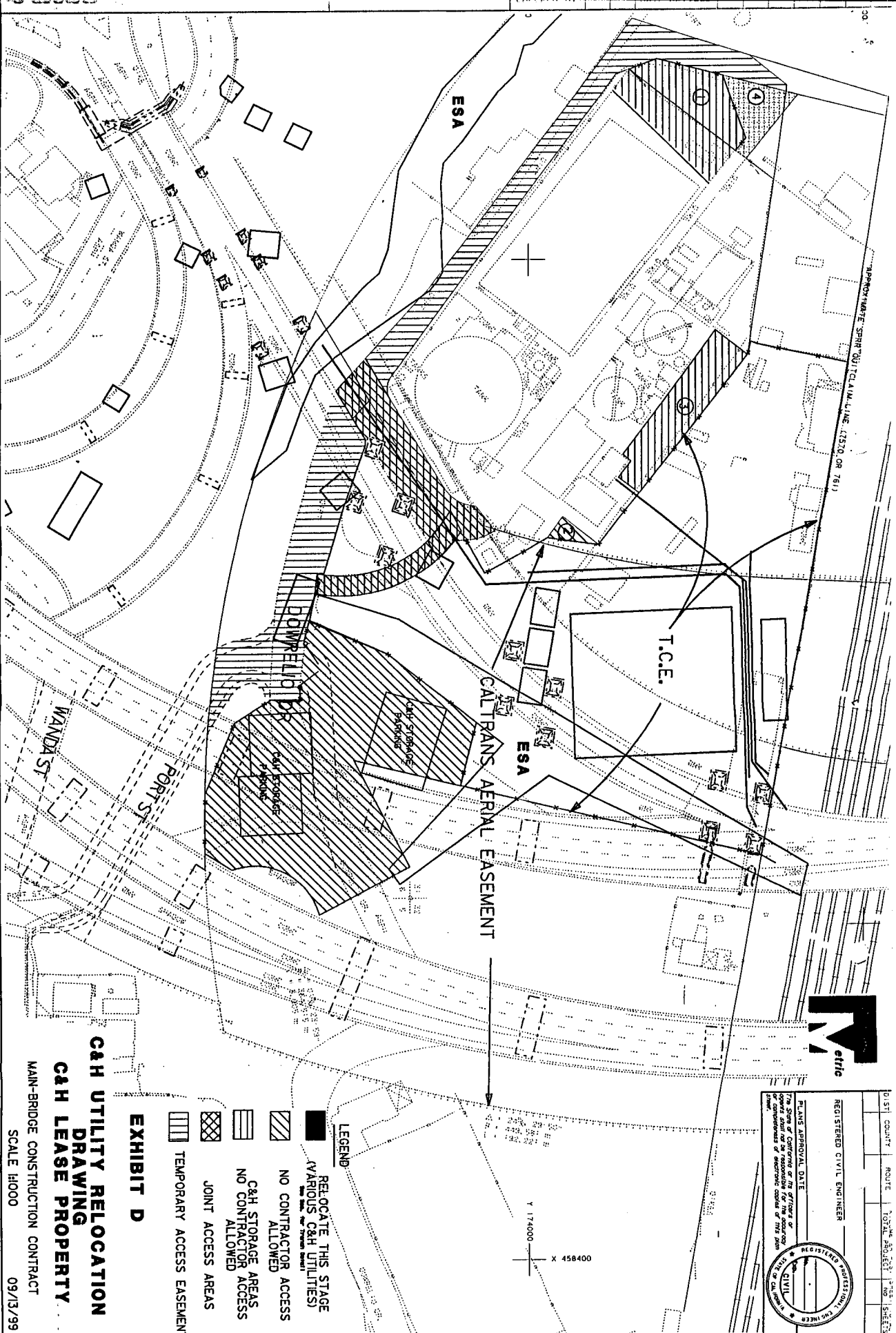
### **Exhibit D Notes**

1. Refer to attached Standard Special Provisions (SSP's) for requirements for C&H Utility Relocation .
2. The CALTRANS Contractor shall provide access for vehicles to enter and leave the Secondary Wastewater Treatment Plant (SWTP) at all times. Temporary roadway plating shall be provided over open excavations on Dowrelia Drive and on the SWTP driveway at eastern entrance to the Plant as required.
3. Dowrelia Drive shall be widened sufficiently by the CALTRANS contractor to allow end-dump trailers to safely turn in either direction onto Dowrelia Drive from the joint access area.
4. The CALTRANS contractor shall not store materials or park in areas other than the Temporary Construction Easement Area.
5. The Caltrans Contractor shall not store or park in the area of the western entrance to the SWTP (Area 4).

FOR REDUCED PLANS ORIGINAL  
SCALE IS IN MILLIMETERS

ISSUING: 010100  
DON FILE: 010100

CU 000000 EA 000000



DIST	COUNTY	ROUTE	TOTAL PROJECT	SHEETS

REGISTERED CIVIL ENGINEER

PLANS APPROVAL DATE

THIS DRAWING IS THE PROPERTY OF MOTTE ENGINEERING & CONSTRUCTION, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF MOTTE ENGINEERING & CONSTRUCTION, INC.

REGISTERED PROFESSIONAL CIVIL ENGINEER

**LEGEND**

- RELOCATE THIS STAGE (VARIOUS C&H UTILITIES)
- NO CONTRACTOR ACCESS ALLOWED
- C&H STORAGE AREAS NO CONTRACTOR ACCESS ALLOWED
- JOINT ACCESS AREAS
- TEMPORARY ACCESS EASEMENT

**EXHIBIT D**

**C&H UTILITY RELOCATION  
DRAWING**

**C&H LEASE PROPERTY**

MAIN-BRIDGE CONSTRUCTION CONTRACT

SCALE 1/1000

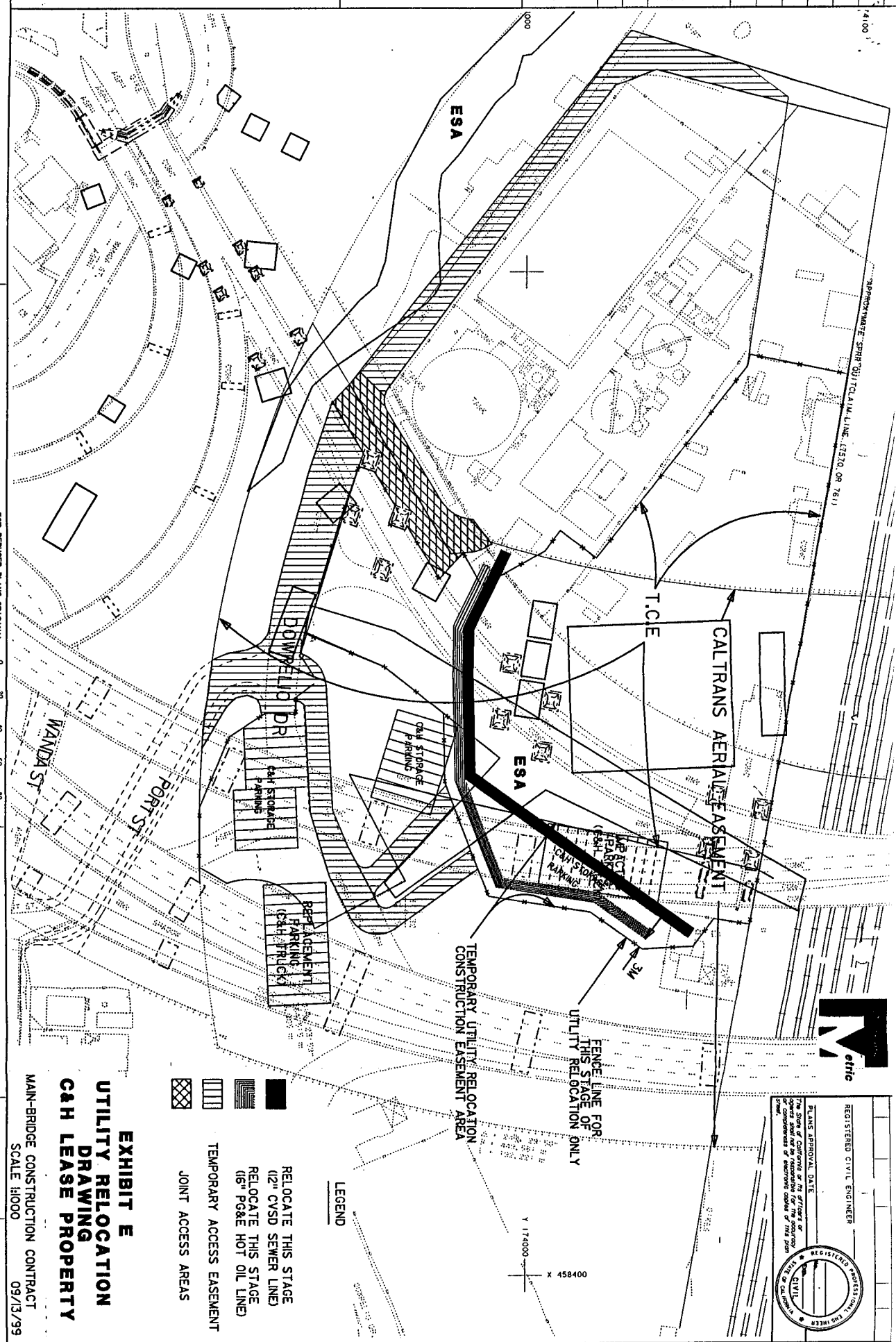
09/13/99

EXHIBIT E  
Utility Relocation Drawings

### Exhibit E Notes

1. CALTRANS contractors will only be allowed access to the Temporary Utility Relocation Construction Area after satisfactory replacement parking has been constructed by CALTRANS as shown in Exhibit E.
2. CALTRANS contractors will have access to Temporary Utility Relocation Construction Area for the duration of Utility Relocation work only. This work must be completed by October 31, 1999. If it cannot be completed by this time, then the Utility Relocation work and access to the Temporary Utility Relocation Construction Area will not commence until after January 1, 2000, and must be scheduled with C&H before it begins.
3. CALTRANS shall give C&H at least one week's notice prior to entering onto the Construction Easement Area and/or the Temporary Utility Relocation Construction Area.
4. The notice shall inform C&H where CALTRANS will begin the Utility Construction and how the Utility Construction will proceed.
5. The contractor will begin work (excavation and pipe placement) at the west end of the Utility Relocation work area and will progress towards the east end of the project.
6. The contractor shall not store materials or park in areas outside the Temporary Construction Easement Area or the Temporary Utility Relocation Construction Area.
7. Traffic flaggers shall be provided in joint access areas during times of heavy traffic.
8. High visibility construction fencing shall be provided around open excavations to remain overnight.
9. Fences shall be placed around the Temporary Utility Relocation Construction Area as shown in Exhibit D. This fencing is allowed only for the duration of the Utility Relocation work. After completion of the Utility Relocation work, fencing along the eastern boundary of the Construction Easement Area will be as shown in Exhibits D, E and F.
10. Access for vehicles to enter and leave the SWTP will be provided as shown on Exhibit E.
11. Dowrelia Drive shall be widened sufficiently by the CALTRANS contractor to allow end-dump trailers to safely turn in either direction onto Dowrelia Drive from the joint access area.

14.00



REGISTERED CIVIL ENGINEER

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

REGISTERED PROFESSIONAL CIVIL ENGINEER

DATE PLOTTED --> 16-Sep-1999

TIME PLOTTED --> 13:11

- EXHIBIT E**
- UTILITY RELOCATION**
- DRAWING**
- C&H LEASE PROPERTY**
- MAIN-BRIDGE CONSTRUCTION CONTRACT
- 09/13/99
- SCALE 1/1000
- CU 00000
- EA 000000
- DATE PLOTTED --> 16-Sep-1999
- TIME PLOTTED --> 13:11

- LEGEND**
- RELOCATE THIS STAGE (12" C&H SEWER LINE)
  - RELOCATE THIS STAGE (16" PG&E HOT OIL LINE)
  - TEMPORARY ACCESS EASEMENT
  - JOINT ACCESS AREAS

**EXHIBIT F**  
**C&H Stage Construction Areas**

## **Exhibit F Notes**

### **Replacement Storage**

#### **General**

1. Storage buildings currently located on C&H lease areas may either be retained by Caltrans contractor for its use or demolished.
2. If buildings are demolished, then suitable replacement structures to be provided by Caltrans at end of Main Bridge Construction Contract.
3. If buildings are retained, then they will be returned to C&H in usable condition at the end of the Main Bridge Contract.
4. Caltrans contractor shall be responsible for relocating stored materials from TCE to Storage Areas 1 and 3.
5. Replacement storage areas and/or storage containers must be in place prior to Caltrans' use of existing C&H storage areas in TCE.

#### **Area 1**

1. Area labeled as Area 1 in Exhibit F will be fenced by CALTRANS Contractor as shown.
2. Caltrans contractor responsible for moving all materials currently located in area west of existing treatment plant fence.
3. Caltrans contractor will place base material, or other material as necessary to allow fork lift access, in this area, maintaining required drainage.
4. Storage container provided by Caltrans to be moved to this area sufficiently sized to accommodate displaced weather-sensitive equipment and materials.

#### **Area 3**

1. Area labeled as Area 3 in Exhibit F to be improved with base material to make it suitable for storage.
2. Fencing of this area will remain the same. If existing fence is removed to expedite transfer of stored materials and equipment from Caltrans TCE, then fence will be replaced in same alignment.

## **Other Affected Areas**

### **Area 2 (Section 5.3)**

Area 2 as depicted in Exhibit F will only be fenced along its eastern boundary and will be for the sole use of C&H during the term of this agreement.

## **Treatment Plant Modifications and Access**

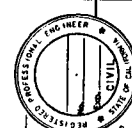
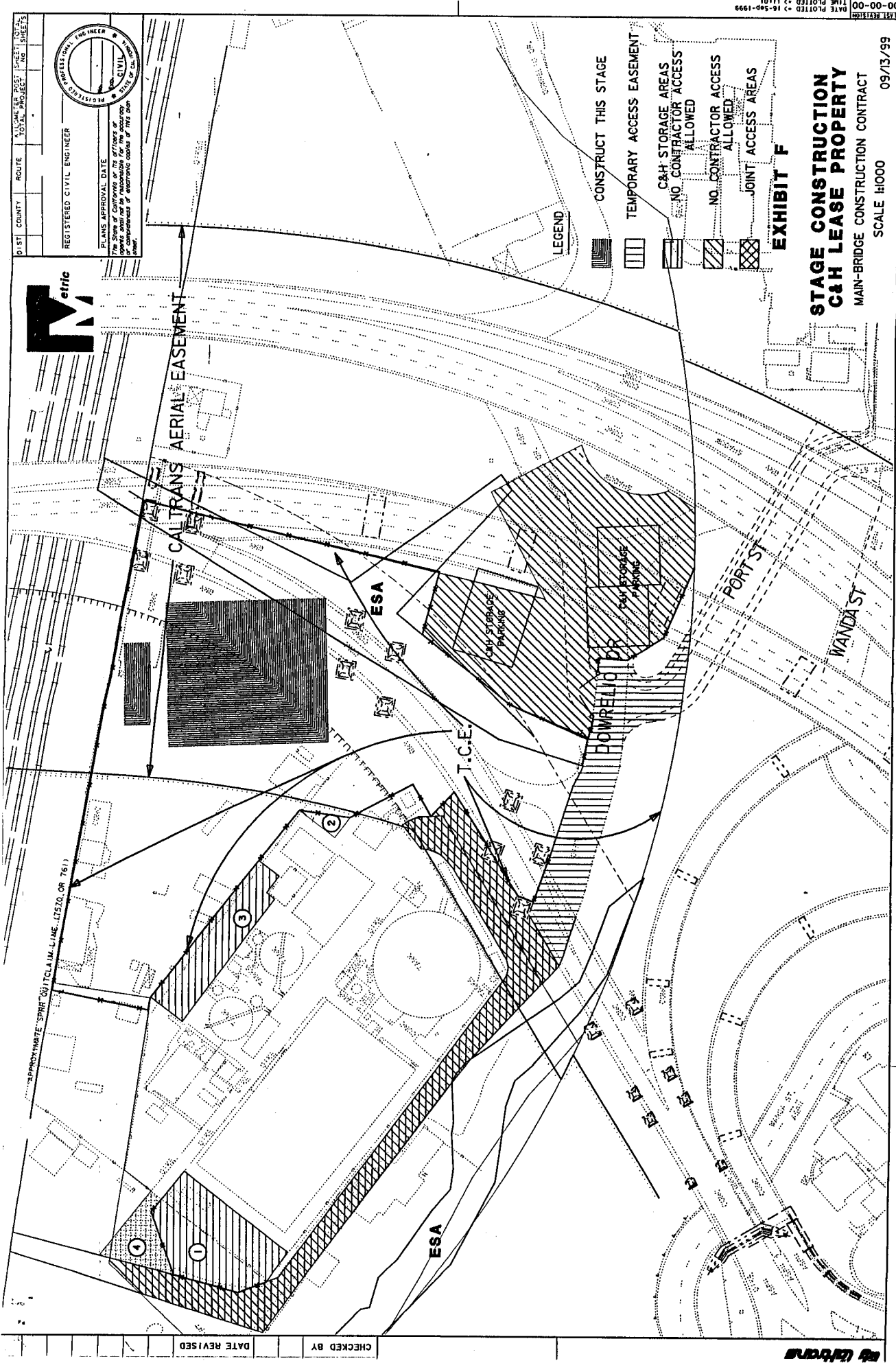
1. Access to the SWTP after completion of the C&H Utility Relocation and Utility Relocation work will be as shown in Exhibit F. Access will be maintained for vehicles to enter and leave the Plant premises at all times.
2. Dowrelia Drive will be widened sufficiently to allow the end dump trailers used to haul waste activated sludge from the SWTP to safely turn either direction onto Dowrelia Drive from this joint access area.
3. Caltrans will modify the fencing and gate at the eastern end of the SWTP as required to maintain access to the Plant.
4. Caltrans will modify conveyor as necessary to maintain truck access to sludge system.
5. Caltrans will take all steps necessary to ensure that access to the SWTP through the facility's west gate is maintained at all times , including prohibiting the parking of vehicles or storage of equipment on the Dowrelia Drive Access Area and ensuring that the area located between the western gate of the SWTP and the Dowrelia Drive Access area (Area 4) is not used for vehicle parking or storage of equipment, etc.

## **Fencing**

Replacement Storage Areas, Access Easements, and Temporary Construction Easement to be fenced as shown in Exhibit F.

## **Restricted Access**

The area identified in Exhibits D, E, and F as **No Contractor Access Allowed** is for C&H's use only. No contractor access is allowed, except for utility relocation work as specifically described in the Utility Construction Drawings.



REGISTERED CIVIL ENGINEER

PLANS APPROVAL DATE

The State of California or its officers or agents shall not be held responsible for consequences of electronic copies of this plan.

DIST	COUNTY	ROUTE	SCALE	DATE	TOTAL SHEETS	NO.

CHECKED BY

DATE REVISED